

ILLINOIS HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) IL

NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI

PLEASE READ YOUR POLICY

POLICY NUMBER 12-DF3025-01

MORTGAGEE

REFERENCE NUMBER: 0110443819
AURORA BANK FSB
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 2963
PHOENIX AZ 85062-2963

NAMED INSURED

BOGOT, DAVID
4272 NEW HAVEN AVE
GURNEE IL 60031-5805

EFFECTIVE

FROM 08-25-2011 TO 08-25-2012
ACCT 009-473-998-14

COVERAGES AND LIMITS PROVIDED

001 FAMILY FRAME ALUMINUM DWELLING IN TOWN CLASS 3
SECTION I LIMITS
DWELLING \$ 439,800
PERSONAL PROPERTY ON PREMISES \$ 329,900
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS
DEDUCTIBLE AMOUNT - ALL PERIL \$ 1,000

SECTION II
PERSONAL LIABILITY \$1,000,000
MEDICAL EXPENSE \$ 5,000

ADDITIONAL OPTIONS/ENDORSEMENTS THAT APPLY TO YOUR POLICY:

GOLD STAR HOMEOWNERS AMENDATORY (END 587 ED 10/99)
ENVIRONMENTAL/PERSONAL POLLUTION DAMAGE COV (END 523 ED 9/94)
FUNGI OR BACTERIA EXCLUSION (END 595 ED 6/02)
BACK-UP OF SEWER COVERAGE (END 570 ED 10/97) - \$500 DED
OPTION 2 INCREASED LIMITS (END 464 ED 6/94)
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE
SCHEDULED PERSONAL PROPERTY (END 457 ED 6/94)
PREMISES ALARM OR FIRE PROTECTION SPRINKLER SYSTEM
ILLINOIS AMENDATORY HOMEOWNERS (END 584C(IL) ED 11/09)

COVERS
SUMP PUMP

THIS POLICY INCLUDES INCREASED BUILDING LIMIT COVERAGE
UP TO 120% OF THE DWELLING LIMIT SHOWN ABOVE, SUBJECT TO
POLICY PROVISIONS.

CUSTOMER LONGEVITY DISCOUNT/CLAIM FREE DISCOUNT HAVE BEEN APPLIED

TOTAL PREMIUM \$2,051.00

LATEST BUILDING COST INDEX IS 237

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED REPRESENTATIVE

Jack Selman
President

[Signature]
Secretary

AGENT 093-827 PHONE (847) 724-7700

HELENE WITT AGENCY, INC.
1920 WAUKEGAN RD STE 6
GLENVIEW IL 60025-1756

USERID EDS011
TC 34
ENTRY DATE 09-22-2011

8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, **we** do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension from items 2 through 8 above, not excluded or excepted in this policy.

COVERAGE B - PERSONAL PROPERTY

We cover risks of accidental direct physical loss to property described in Coverage B - Personal Property when caused by a peril listed below, **unless the loss is excluded in this policy.**

1. **Fire or Lightning.**
2. **Windstorm or Hail.** **We** do not cover loss to:
 - a. the property inside a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
 - b. any type of watercraft, including their trailers, equipment and accessories, and outboard motors, unless inside a fully enclosed building or structure.
3. **Explosion.**
4. **Riot or Civil Commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, if the loss is sudden and accidental. **We** do not cover loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or Malicious Mischief**, meaning only willful or malicious damage to or destruction of property. **We** do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.
9. **Theft**, including damage from attempted theft, and loss of property from a known place only when it is likely that a theft occurred.
 - a. **We** do not cover:
 - (1) theft committed by any **insured** or by any other person regularly residing on the **insured premises**;
 - (2) theft from the **insured premises** while the dwelling is under construction, until the dwelling is completed and occupied;
 - (3) loss of a precious or semi-precious stone from its setting;
 - (4) theft from that part of the **insured premises** while rented by **you** to other than an **insured**;
 - (5) theft from premises which are **vacant** for more than 30 consecutive days immediately before the loss;
 - (6) loss of personal property obtained voluntarily from any **insured** by swindling, fraud, trick or false pretense; or
 - (7) loss resulting from the theft of any **credit/debit card** or similar device except as provided under Supplementary Coverages.
 - b. **We** do not cover theft occurring away from the **insured premises** of:
 - (1) any type of watercraft, including their trailers, equipment and accessories, and outboard motors;
 - (2) trailers, campers and camper bodies; or
 - (3) other property while on the part of any other residential type premises owned, rented, used or occupied by any **insured**, except while an **insured** is living there temporarily.

Property of a student, who is an **insured**, is covered while at a residence occupied by the student while away at school.

10. **Breakage of Glass**, meaning damage to personal property caused by breakage of glass which is a part of any building on the **insured premises**, but excluding loss or damage to the glass.

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

11. **Falling Objects.** **We** do not cover loss to:
 - a. the property inside a building, unless the falling object first damages the outside of the building;
 - b. outdoor equipment and yard fixtures not permanently installed; or
 - c. the object which falls.
12. **Weight of Ice, Snow or Sleet.** **We** do not cover loss to property outside of a building.
13. **Sudden and Accidental Tearing Apart, Burning, Bursting or Bulging** of a heating, air-conditioning or automatic fire protection sprinkler system or a water heater. **We** do not cover loss:
 - a. caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years; or
 - b. caused by or resulting from freezing.
14. **Accidental Discharge or Overflow of Water or Steam** from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance. (Gutters and downspouts are not part of a plumbing system.) **We do not cover loss:**
 - a. caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years;
 - b. caused by or resulting from freezing;
 - c. on the **insured premises** caused by accidental discharge or overflow which occurs away from the **insured premises**;
 - d. to the system or appliance from which the water or steam escaped; or
 - e. **caused by or resulting from water which backs up through sewers or drains or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area.**
15. **Freezing** of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance. **We** do not cover loss on the **insured premises** while the residence is **vacant**, unoccupied or under construction. This exclusion does not apply if **you** have taken precaution to:
 - a. maintain heat in the building; or
 - b. shut off the water supply and drain the system and appliances of water.
16. **Sudden and Accidental Damage from Artificially Generated Electrical Currents.**
17. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors. **We** will also pay for the cost to remove the ash, dust or particulate matter which has caused direct loss to property inside a dwelling. All eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

EXCLUSIONS - SECTION I**PART A**

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We do not insure for loss caused directly or indirectly by any of the following.** Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; subsidence; sinkhole; erosion; mudflow; earth sinking, rising, shifting, expanding or contracting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano.
This exclusion applies whether or not the earth movement is combined with water or rain.
We do cover only direct resulting loss when caused by:
 - a. fire;
 - b. explosion other than the explosion of a volcano; or
 - c. if an insured peril, breakage of glass or safety glazing material which is a part of a building.
2. **Intentional Loss**, meaning any loss or damage arising out of any act committed:
 - a. by or at the direction of any insured; and
 - b. with the intent to cause a loss.
3. **Neglect** of any insured to use all reasonable means to protect covered property at and after the time of loss.
4. **Nuclear Hazard**, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear hazard is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear hazard is covered.
5. **Ordinance, Law or Regulation**, meaning enforcement of any ordinance, law or regulation which regulates the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement.
We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.
6. **Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of **pollutants** from any source.
7. **Power Failure**, meaning the failure of power or other utility service if the failure takes place away from the **insured premises**. If a Peril Insured Against ensues on the **insured premises**, we will pay only for loss caused by that peril.
8. **War** (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device, even if accidental.

9. Water Damage, meaning:

- a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. **We do not cover spray from any of these, whether or not driven by wind;**
- b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area; or
- c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by Fire or Explosion.

PART B

The following exclusion applies to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I.

1. **Fraud**. **We will not provide coverage for all or any part of a loss if, before or after the loss, any insured has committed fraud.** Fraud means any concealment, misrepresentation or attempt to defraud by any insured either in causing any loss or in presenting any claim under this policy.

PART C

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension. **We do not insure for loss caused by any of the following.**

1. **Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
2. **Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
 - a. construction, reconstruction, repair, remodeling or renovation;
 - b. materials used in construction, reconstruction, repair, remodeling or renovation;
 - c. design, workmanship or specifications;
 - d. siting, surveying, zoning, planning, development, grading or compaction; or
 - e. maintenance;
 of part or all of the **insured premises** or any other property.
3. **Weather Conditions** which contribute in any way with a cause or event excluded in Part A above to produce the loss.

However, **we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension not excluded or excepted in this policy.**

CONDITIONS - SECTION I

The following conditions apply to all of Section I of this policy.

1. **Abandoned Property**. **You may not abandon property to us unless we specifically agree to it.**
2. **Arbitration**. In making a claim under the property coverages, if **you or we cannot agree as to the amount of liability, the controversy may be settled by arbitration.** Either party may make this demand by written request made within 60 days after receipt of the properly completed proof of loss by **us**. The procedure is as follows:

- a. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration, and its expenses, are agreed to between the parties. It is the obligation of the requesting party to contact the American Arbitration Association, or other forum agreed on to initiate the arbitration proceedings.
- b. Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
- c. The expenses of the American Arbitration Association will be paid by the party requesting it.
- d. All parties agree to be bound by any award made by the arbiters.